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8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 JASMINKA DUBRIC, an individual,
11
12 Plaintiff,

13 vs.

14 A CAB LLC, a Nevada Limited Liability
15 Company; CREIGHTON J. NADY, an individual,
16 and DOES 1 through 20
17 Defendants.

Case No.: 2:15-cv-02136-RCJ-CWH

STIPULATED PROTECTIVE ORDER

18 Plaintiff JASMINKA DUBRIC (“Plaintiff”) and Defendants A CAB LLC and
19 CREIGHTON J. NADY, (“Defendants”) (together, the “Parties”) have stipulated to the terms of
20 this Protective Order.

21 This Protective Order is designed to preserve the confidentiality of information contained
22 in documents produced pursuant to the terms of this Protective Order and certain testimony given
23 by witnesses in this case. Documents and testimony and other information deemed to be
24 “CONFIDENTIAL” as set forth below shall be so designated in accordance with this Protective
25 Order.
26

27 To expedite the flow of discovery material, facilitate the prompt resolution of disputes over
28

1 confidentiality, and adequately protect material entitled to be kept confidential, it is, by agreement
2 of the Parties and pursuant to the Court's authority under the Federal Rules of Civil Procedure,
3 STIPULATED and ORDERED that:

4 1. This Protective Order shall apply to all documents, materials, and information,
5 including, without limitation, documents produced, answers to interrogatories, responses to
6 requests for admission, deposition testimony, and other information disclosed or produced
7 pursuant to the disclosure or discovery duties created by Federal Rules of Civil Procedure, that are
8 designated as "CONFIDENTIAL".

9 2. As used in this Protective Order, "document" is defined as provided in Fed. R. Civ.
10 Proc. 34(a). A draft or non-identical copy is a separate document within the meaning of this term.
11

12 3. Information designated "CONFIDENTIAL" shall be information that is
13 confidential and implicates the privacy interests of Plaintiff, Defendants, or third parties to this
14 litigation and/or information contained in confidential business records, personnel records,
15 documents, materials and communications. CONFIDENTIAL information shall not be disclosed
16 or used for any purpose except in the preparation and trial of this case.
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18 4. CONFIDENTIAL documents, materials, testimony and/or information
19 (collectively "CONFIDENTIAL information") shall not, without the consent of the party
20 producing it or further Order of the Court, be disclosed except that such information may be
21 disclosed to:
22

- 23 a. attorneys who are actively working on this case;
- 24 b. persons regularly employed or associated with the attorneys actively
25 working on the case whose assistance is required by said attorneys in the preparation for trial, at
26 trial, or other proceedings;
- 27 c. the Parties, including their agents, lawyers, and legal professionals;
- 28

1 d. expert witnesses and consultants retained in connection with this
2 proceeding, to the extent such disclosure is necessary for preparation, trial or other proceedings;

3 e. the Court in this case and its employees (“Court Personnel”);

4 f. stenographic reporters and videographers who are engaged in proceedings
5 necessarily incident to the conduct of this case;

6 g. deponents; and

7 h. other persons by written agreement of the Parties.

8
9 5. Prior to disclosing any CONFIDENTIAL information to any person listed above
10 (other than counsel, persons employed by counsel, lawyers and legal professionals employed by
11 the Parties, Court Personnel, videographers and stenographic reporters), the Parties shall provide
12 such person with a copy of this Protective Order and obtain from such person a written
13 acknowledgment stating that he or she has read this Protective Order and agrees to be bound by its
14 provisions. Such written acknowledgment shall be in the form as provided in Exhibit A to this
15 Stipulated Protective Order, attached hereto and incorporated herein. All such acknowledgments
16 shall be retained by counsel and shall be subject to in camera review by the Court if good cause
17 for review is demonstrated by opposing counsel.
18

19 6. Documents are designated as CONFIDENTIAL by placing or affixing on them (in
20 a manner that will not interfere with their legibility) the term “CONFIDENTIAL,” or by
21 designating them as “CONFIDENTIAL” in correspondence from counsel to the party producing
22 documents. Defendant may designate documents produced by Plaintiff as CONFIDENTIAL if
23 they are documents that were originally produced or created as records of Defendant.
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25 7. Whenever a deposition involves the disclosure of CONFIDENTIAL information,
26 the deposition or portions thereof shall be designated as CONFIDENTIAL and shall be subject to
27 the provisions of this Protective Order. Such designation shall be made on the record during the
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1 deposition whenever possible, but a party may designate portions of depositions as
2 CONFIDENTIAL after transcription, provided written notice of the designation is promptly given
3 to all counsel of record within thirty (30) days after notice by the stenographic reporter of the
4 completion of the transcript.

5
6 8. A party may object to the designation of particular CONFIDENTIAL information
7 by giving written notice to the party designating the disputed information within ten (10) business
8 days after being notified of the designation. The written notice shall identify the information to
9 which the objection is made and the specific basis for such objection. If the parties cannot resolve
10 the objection within ten (10) business days after the time the notice is received, it shall be the
11 obligation of the party challenging the information as CONFIDENTIAL to file an appropriate
12 motion requesting that the Court determine whether the disputed information should be subject to
13 the terms of this Protective Order. If such a motion is timely filed, the disputed information shall
14 be treated as CONFIDENTIAL under the terms of this Protective Order until the Court rules on
15 the motion. If the challenging party fails to file such a motion within the prescribed time, the
16 challenge is waived and the document will continue to be treated as CONFIDENTIAL in
17 accordance with this Protective Order. In connection with a motion filed under this provision, the
18 party designating the information as CONFIDENTIAL shall bear the burden of establishing that
19 good cause exists for the disputed information to be treated as CONFIDENTIAL.
20
21

22 9. Any pleadings, motions or other documents, or portions thereof, containing
23 CONFIDENTIAL information that are filed with the Court, as well as any exhibits containing
24 CONFIDENTIAL information that are attached to any pleadings, motions or other documents that
25 are filed with the Court, shall be labeled "CONFIDENTIAL" and filed under seal in accordance
26 with District of Nevada Local Rule 10-5.

27 10. At the conclusion of this case, unless other arrangements are agreed upon, each
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document and all copies thereof which have been designated as CONFIDENTIAL shall be returned to the party that designated it CONFIDENTIAL within forty-five (45) days of conclusion of the action, or the parties may elect to destroy CONFIDENTIAL documents; provided, however, that counsel for each party may retain one copy of the CONFIDENTIAL documents for the sole purpose of maintaining a complete file, and all such retained documents will not be released, disclosed, or utilized except upon express permission of this Court after written notice to counsel for the party that produced the documents. Where the Parties agree to destroy CONFIDENTIAL documents, the destroying party shall provide all Parties with an affidavit confirming the destruction within forty-five (45) days after conclusion of the action.

11. This Protective Order may be modified by the Court at any time for good cause shown following notice to all parties and an opportunity for them to be heard.

Stipulated and approved this 9th day of May, 2016:

/s/ Mark J. Bourassa, Esq.

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BY THE COURT:

DATED: May 10, 2016


United States Magistrate Judge

EXHIBIT A:

WRITTEN ACKNOWLEDGEMENT TO STIPULATED PROTECTIVE ORDER

The undersigned hereby acknowledges that he/she has carefully and completely read the Stipulated Protective Order in the pending litigation between Plaintiff JASMINKA DUBRIC and Defendants A CAB LLC and CREIGHTON J. NADY; that he/she is one of the persons contemplated in Paragraph 4 of the Stipulated Protective Order; and that he/she fully understands and agrees to abide by the obligations and confidences set forth in the Stipulated Protective Order. The undersigned consents to the jurisdiction of the United States District Court for the District of Nevada for purposes of enforcing this Stipulated Protective Order.

Date: _____

Signature

Title or Position

Printed Name

Telephone Number